



Wexford County

RECREATION AND BUILDING COMMITTEE

Julie Theobald, Chair

NOTICE OF MEETING

The Finance & Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday May 24, 2022, beginning at 10:00 a.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE APRIL 26, 2022 REGUALR MEETING MINUTES1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Civic Center Report (M. Figliomeni – April 2022).....3
 - 2. Maintenance Report (A. Kerr – April 2022)
 - 3. Fox Motors Contract.....7
 - 4. Trails to Rails Discussion – Bruce Baker
 - 5. Recreation & Building Time/Day Discussion
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

WEXFORD COUNTY
RECREATION & BUILDING COMMITTEE MEETING
 REGULAR MEETING MINUTES
 April 26, 2022

The Recreation and Building Committee regular meeting was called to order by Chairman Julie Theobald at 10:00 a.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Julie Theobald, Joe Hurlburt, Ben Townsend, and Judy Nichols (via Zoom)
 Members Absent: None
 Also Present: Adam Kerr, Maintenance Director; Megan Kujawa, Senior Executive Administrator Assistant; Joe Porterfield, Equalization Director/ Co-Interim Administrator; Bill Reedy, Maintenance; and Roxanne Snyder, Register of Deeds.

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Comm. Hurlburt and supported by Comm. Townsend to approve the agenda. A vote was called, all in favor. Motion passed.

APPROVAL OF THE MINUTES

A motion was made by Comm. Townsend and supported by Comm. Hurlburt to approve the March 15, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Civic Center Report

Mr. Mike Figliomeni from Boon Sports Management was not present to give a verbal report, a report was provided in the packet, no discussion took place.

G.2. Maintenance Report

Mr. Adam Kerr, Maintenance Director, discussed that there are benches in storage from the Commissioner's Room and Circuit Court that he would like some direction on what to do with them. Comm. Nichols asked how many of them were there, and there are roughly 35 varying in length and are made out of oak and are extremely heavy, Mr. Kerr commented. Comm. Theobald recommended donating them possibly, Comm. Nichols stated that maybe reaching out to the Foot-lighter Theater group for props, Comm. Hurlburt stated that maybe churches would take them. Mr. Porterfield stated that he will contact the Historical Society to notify them of the benches being available. Mr. Kerr mentioned that maybe an ad should be placed in the newspaper, Facebook, or Craigslist. He was unsure on pricing. Mr. Porterfield stated that after he reaches out to the Historical Society that he will be able to give Mr. Kerr further direction.

G.3. Janitorial Services

Mr. Adam Kerr, Maintenance Director, reported that there was a single bid for services, and it was opened this morning at 9:00 am, there has not been a suggestion or recommendation made to move forward with the bid. This is due to further discussion that needs to take place. Comm. Theobald asked who submitted the bid and Mr. Kerr stated it was the same vendor that the Courthouse has had in the past. Comm. Hurlburt and Comm. Nichols asked how much the bid came in at and Mr. Porterfield stated that it was substantially more than any previous bid from this vendor and that is the reasoning for the further discussion before any final decision or contract is drawn up.

G.4. Recreation Plan Discussion

A motion was made by Comm. Hurlburt and supported by Comm. Townsend to forward to the full board the recommendation to approve the proposal in the amount of \$24,100 from Networks Northwest for the creation of the Recreation Plan to be funded using ARPA funds.

Comm. Townsend commented that this was within reason for as much work that Networks Northwest and that several agencies within the County use this information to write grants, this also takes the pressure off the County to provide staffing hours to complete.

Comm. Theobald commented that she is pleased that ARPA funds can be used along with no County employee needs to be interrupted from their duties to complete.

A roll call vote was called, all in favor, motion passes 4-0.

CORRESPONDENCE

Comm. Nichols stated that a member of the public reached out to her to see if the County had property in the Haring Township location to place pickle ball courts and to use ARPA funds for it. Ms. Nichols stated that the individual has already attended a Haring Township meeting and she suggested that he attend a ARPA Committee Meeting.

ADMINISTRATOR'S COMMENTS

Co-Interim Admin, Mr. Porterfield informed the committee that an RFP for maintenance on groundskeeping and snowplowing will be going out. Mr. Porterfield went on to discuss that at May's Recreation and Building Committee meeting there will be an agreement on the agenda that is between Fox Motors Cadillac, Fair Board, and the County for snowplowing and gate maintenance.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

Comm. Theobald thanked everyone for their input and discussion.

ADJOURN

A motion was made by Comm. Townsend and supported by Comm. Hurlburt to adjourn the meeting at 10:18 a.m.

Julie Theobald, Chairman

Megan Kujawa, Recording Secretary

7:58 AM

Wexford County Civic Center

Profit & Loss

05/20/22

April 2022

Accrual Basis

	Apr 22
Ordinary Income/Expense	
Income	
4000 · General Admission	1,142.84
4001 · Wexford County Payment	4,167.00
4003 · Adult Hockey Over 40	1,644.31
4011 · Open Skating	412.37
4016 · Private Ice Rental	2,805.00
4017 · Contracted Ice Rental	1,536.00
4056 · Birthday Party Revenue	120.00
4551 · Auditorium Rental	5,973.00
4800 · Concession Revenue	4,202.66
4900 · Pro-Shop Revenue	22.00
4901 · Skate Sharpening/Repai	65.00
Total Income	22,090.18
Cost of Goods Sold	
5000 · Cost of Goods Sold	
5008 · COGS - Concessions/Snack Bar	3,189.18
5010 · COGS - Tournament	376.25
Total 5000 · Cost of Goods Sold	3,565.43
Total COGS	3,565.43
Gross Profit	18,524.75
Expense	
6000 · Payroll	7,366.73
6001 · Employer Fica Expense	563.60
6002 · FUTA	10.48
6003 · SUTA	14.76
6115 · Business Licenses and Permits	500.00
6120 · Bank Service Charges	90.84
6180 · Insurance	
6185 · General Liability Insurance	274.42
6420 · Worker's Comp. Ins.	280.17
6180 · Insurance - Other	600.00
Total 6180 · Insurance	1,154.59
6240 · Miscellaneous	3,025.49
6250 · Postage and Delivery	65.00
6261 · Advertising	56.07
6300 · Repairs	
6310 · Building Repairs	1,115.55
Total 6300 · Repairs	1,115.55
6340 · Telephone	
6345 · Web, Internet, TV, Cable	315.86
6340 · Telephone - Other	100.00
Total 6340 · Telephone	415.86
6390 · Utilities	
6400 · Gas and Electric	10,934.51
6410 · Water	1,135.55
Total 6390 · Utilities	12,070.06
6560 · Payroll Expenses	100.00

7:58 AM

05/20/22

Accrual Basis

Wexford County Civic Center

Profit & Loss

April 2022

	<u>Apr 22</u>
6700 · Supplies	
6770 · Building Supplies	199.91
6790 · Office Supplies	25.42
6795 · Janitorial Supplies	528.91
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Total 6700 · Supplies	754.24
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Total Expense	27,303.27
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Net Ordinary Income	-8,778.52
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Net Income	<u><u>-8,778.52</u></u>

Wexford County Civic Center

Profit & Loss

05/20/22

May 2021 through April 2022

Accrual Basis

	May '21 - Apr 22
Ordinary Income/Expense	
Income	
4000 · General Admission	17,501.55
4001 · Wexford County Payment	49,999.00
4002 · Adult Hockey Under 40	10,566.30
4003 · Adult Hockey Over 40	15,051.67
4005 · Drop-In Hockey/Drop-In Stick	1,079.16
4010 · Learn to Skate	-1,567.03
4011 · Open Skating	14,937.53
4016 · Private Ice Rental	13,679.11
4017 · Contracted Ice Rental	86,941.17
4020 · Tournament	19,028.85
4054 · Advertising Revenue	2,510.00
4056 · Birthday Party Revenue	4,870.58
4058 · Arcade Vending Revenue	1,114.00
4062 · Broomball Revenue	48.60
4064 · Sponsorship Revenue	23,900.00
4101 · Sign Rental	7,310.00
4551 · Auditorium Rental	65,806.82
4800 · Concession Revenue	51,267.22
4900 · Pro-Shop Revenue	2,055.31
4901 · Skate Sharpening/Repai	4,514.89
Total Income	390,614.73
Cost of Goods Sold	
5000 · Cost of Goods Sold	45,205.54
Total COGS	45,205.54
Gross Profit	345,409.19
Expense	
6000 · Payroll	112,478.28
6001 · Employer Fica Expense	8,384.39
6002 · FUTA	289.72
6003 · SUTA	205.88
6115 · Business Licenses and Permits	500.00
6120 · Bank Service Charges	955.81
6160 · Dues and Subscriptions	295.00
6180 · Insurance	9,773.24
6200 · Interest Expense	122.96
6240 · Miscellaneous	6,270.45
6250 · Postage and Delivery	293.45
6261 · Advertising	1,137.30
6270 · Professional Fees	17,317.50
6300 · Repairs	13,108.88
6340 · Telephone	4,804.57
6350 · Travel & Ent	82.93
6390 · Utilities	110,163.31
6440 · Snow Removal	1,745.00
6560 · Payroll Expenses	1,705.00
6700 · Supplies	14,269.76
6820 · Taxes	309.55
Total Expense	304,212.98
Net Ordinary Income	41,196.21

Wexford County Civic Center

Profit & Loss

May 2021 through April 2022

	<u>May '21 - Apr 22</u>
Other Income/Expense	
Other Income	
7030 · Other Income	17,770.28
Total Other Income	17,770.28
Other Expense	
7100 · Sponsorship of Youth	5,000.00
Total Other Expense	5,000.00
Net Other Income	12,770.28
Net Income	<u><u>53,966.49</u></u>

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Recreation and Building Committee
FROM: Administration
FOR MEETING DATE: May 24, 2022
SUBJECT: Fox Motors Snow Removal and Storage Agreement

SUMMARY OF ITEM TO BE PRESENTED:

This agreement is a three-year agreement between the County and Fox Motors of Cadillac to deposit snow from its parking lots unto the real estate owned by the County of Wexford, which said property is adjacent to the property of Fox Motors. This agreement allows for Fox Motors to deposit any amount of snow which falls upon its property to the property of the County, known as the fairgrounds.

RECOMMENDATION:

Administration recommends that the Recreation and Building Committee forward the Fox Motors Snow Removal and Storage Agreement to the full board for approval and authorize the Chairman to sign.

Agreement with Wexford County and Fox of Cadillac, LLC Regarding Snow Removal and Storage

Purpose and Parties

This agreement entered into with the County of Wexford and Fox of Cadillac, LLC ("Fox") is to allow Fox of Cadillac, LLC to deposit snow from its parking lots unto the real estate owned by the County of Wexford; said property of Wexford being adjacent to that property of Fox of Cadillac, LLC, more specifically described as the Wexford County fairgrounds. Fox of Cadillac, LLC shall be allowed to deposit any amount of snow which falls upon its property located directly north of the County Fairgrounds on the designated storage area of the property currently owned by the County of Wexford.

Term.

This agreement shall commence on the 1st of June 2022, and shall continue through the 31st of May, 2025, at the end of which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated for any reason by either party upon thirty (30) days prior written notification to the other party.

Costs

All costs associated with the snow removal shall be borne entirely by Fox of Cadillac, LLC. Fox of Cadillac, LLC agrees to install and maintain a gate of sufficient size into the fence now separating the property of Fox of Cadillac, LLC and the Wexford County Fairgrounds so as to allow transport of the contemplated snow from the property of Fox of Cadillac, LLC to the property of Wexford County.

Risk of Loss

All risk to third parties, loss, or damage a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Fox of Cadillac, LLC occasioned by the use of the fairground property for the storage or placement of snow associated with this contract shall be the responsibility of and borne solely by Fox of Cadillac, LLC and Fox of Cadillac, LLC acknowledges the assumption of risk associated with the storage of snow upon the property owned by Wexford County and installation of the gate contemplated herein.

Fox of Cadillac, LLC agrees to repair, replace or restore in a reasonable time any improvements, including landscaping, lawns, and plantings within the designated storage area that may be damaged or destroyed due to Fox of Cadillac, LLC use of this property.

Likewise, Fox of Cadillac, LLC understands that said snow storage may create an Attractive Nuisance under the law and further understands that any liability stemming from such contemplated storage may be subject to the legal doctrine known as Strict Liability. In addition, Fox of Cadillac, LLC agrees to indemnify and hold Wexford County, its employees, officers, agents and elected and appointed officials, harmless from any liability claims, liens, fines, demands and costs, including legal fees, in connection with or in any way incident to the Fox of Cadillac, LLC use of the property, its snow storage/removal use, and/or the gate. This duty to indemnify shall not be applicable to claims or liability arising from the intentional or negligent acts of Wexford County, its agents, employees, and assigns.

Consideration

The consideration for this Agreement including, but not limited to, the County giving up its right to use the designated storage area of the property for County activities Fox of Cadillac, LLC shall install and maintain a proper gate, shall in the Spring and after the snow has melted return the property to clean and good condition including removal of any refuse or other materials left on the property or found on the property, and. Fox of Cadillac, LLC also agrees to pay unto Northern District Fair Association the sum of \$300.00 annually

Discrimination.

In carrying out the terms to this Agreement, the parties hereto shall adhere to all Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs, or citizenship. Breach of this covenant shall be regarded as a material breach of this Agreement.

Compliance with Laws.

The parties to this Agreement shall perform all their respective duties and obligations hereunder in complete compliance with all applicable Federal, State and local statutes, laws, ordinances, rules and regulations.

Reservation of Rights.

This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County of Wexford.

Amendments.

All modifications, amendments or waivers of any provision of this Agreement shall be made by the written mutual consent of the parties hereto.

Assignment.

Fox of Cadillac, LLC shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the County of Wexford. If this Agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

Third Parties.

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

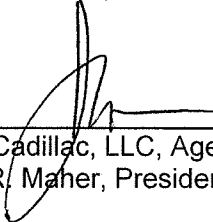
Severability and Applicable Law.

Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect. This Agreement shall be construed in accordance with the laws of the State of Michigan.

Entire Agreement.

This writing contains the entire agreement of the parties regarding the subject matter of this Agreement and may be modified only upon the subsequent written agreement signed by all parties.

**Agreed To Content and Form:
Fox of Cadillac, LLC**



Fox of Cadillac, LLC, Agent
Diane R. Maher, President & COO

4/28/22

Date

Chairman of the Board, Wexford County
Gary Taylor

Date